

LEASE

BOSTON REDEVELOPMENT AUTHORITY

AND

CHARLES RIVER PARK "A" INC.

ARTICLE I

DEFINITIONS

Section 101: "Authority" means the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts C. L. (Ter. Ed.) Chapter 121, Section 26QQ and such successors and assigns to its urban redevelopment functions as may be created by statutes of the Commonwealth of Massachusetts.

Section 102: "Reveloper" means Charles River Park "A" Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an official and principal place of business in Boston, its successors and assigns, undertaking execution of the construction phase of the Authority's Land Assembly and Redevelopment Plan under this lease.

Section 103: "Land Assembly and Redevelopment Plan" means a detailed plan (incorporated by reference into this lease and attached hereto as Appendix "A" and made a part of this lease) indicating among other things the boundaries of the West End Area; the relationship of the project to the community development as a whole; the proposed land uses and building requirements in the area; and the method for the relocation of persons now living in the project area; said Plan is dated March, 1957; May, 1957; June, 1959.

Section 104: "West End Area" or "project area" means the substandard and decadent area in which redevelopment is planned. The precise boundaries of the project area are delineated on a map contained in the Land Assembly and Redevelopment Plan entitled Project Area Plan.

Section 105: "project" means the entire Redevelopment Plan and project as defined in Chapter 121 of the Massachusetts General Laws.

Section 106: "Leased Property" means the parcel (whether or not the Redeveloper exercises its option to purchase the fee title to such parcel) marked 1A on a plan entitled "Plan of Land in Boston, Delivery Parcel 1A of West End Land Assembly and Redevelopment Plan," dated December 21, 1959, William J. Hulbig, Registered Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit A, said Leased Property being more particularly described as follows:

Beginning at a point in the southeasterly sideline of Charles Street, said point being N 19°-24'-19" E a distance of 177.61 feet from the intersection of the southeasterly sideline of Charles Street with the northeasterly sideline of Allen Street as it existed at the start of the year 1959;

thence running N 19°-24'-19" E by said Charles Street a distance of 231.42 feet to a point;

thence turning and running 40°-08'-58" E again by said Charles Street a distance of 137.94 feet to a point;

thence turning and running N 39°-57'-47" E again by said Charles Street a distance of 10.00 feet to a point;

thence turning and running S 45°-25'-01.0E a distance of 150.00 feet to a point;

thence turning and running S 75°-25'-01" E a distance of 135.00 feet to a point;

thence turning and running S 30°-25'-01" E a distance of 100.00 feet to a point;

thence turning and running S 70°-35'-41" E a distance of 214.15 feet to a point which lies on the northerly sideline of a proposed cul-de-sac;

thence turning and running in a southerly direction along a curve of radius 40.00 feet for a distance of 62.83 feet by said proposed cul-de-sac to a point in the westerly sideline of a proposed cul-de-sac;

thence turning and running S 19°-24'-19" W by a proposed road to the said proposed cul-de-sac a distance of 262.70 feet to a point;

thence turning and running in a westerly direction by a curve with a 20.00 foot radius a distance of 26.07 feet to a point which lies in the proposed new northerly sideline for the widening of Allen Street;

thence turning and running N 85°-55'-01" W by said proposed widened Allen Street a distance of 148.88 feet to a point;

thence turning and running in a westerly direction by said proposed widened Allen Street with a curve of a radius of 360.00 feet for a distance of 78.60 feet to a point;

thence turning and running N 73°-24'-27" W by the proposed widened Allen Street a distance of 307.81 feet to a point;

thence turning and running N 19°-24'-19" E a distance of 136.00 feet to a point;

thence turning and running N 70°-35'-41" W a distance of 30.00 feet to the point of beginning.

Containing 231,869 square feet according to said plan.

Portions of said premises are registered land described in the following Certificates of Title issued by the Suffolk Registry District of the Land Court:

(a) a part of the land described in Certificate of Title No. 64235 and shown as Parcel 2 on Land Court Plan No. 1168B;

(b) all of the land described in Certificate of Title No. 64233, and shown as the parcel on Land Court Plan No. 12732A.

Section 107: "Federal legislation" means Title I of the United States Housing Act of 1949, acts in amendment thereof, and any other legislation of the Congress of the United States or regulations authorized by such legislation which relate to the Federal assistance for clearance of substandard and decadent area and for redevelopment construction thereon.

Section 108: "Federal" pertains to laws, regulations, agencies and officers of the government of the United States.

Section 109: "FHA" means the Federal Housing Administration created pursuant to Section 1 of the National Housing Act, as amended.

Section 110: "Public charges" means real estate taxes or payments in lieu of real estate taxes (as defined in Section 26R of Chapter 121 of the General Laws of Massachusetts) and other charges made by public authorities which, unless paid, shall result in a lien prior to any mortgage placed on the Leased Property.

Section 111: "Initial mortgage closing" means the date upon which the Federal Housing Commissioner makes his initial endorsement for insurance of the credit instrument given by the Redeveloper to finance construction to be undertaken on the Leased Property.

Section 112: "Commissioner" means the Federal Housing Commissioner, appointed pursuant to the National Housing Act, as Amended, 48 Stat. 1246; 12U. S. C. 1701 et seq, his successors in office or any person or agency hereafter designated by law to perform his functions and duties.

Section 113: "Definitive Loan" means a loan made to the Boston Redevelopment Authority by the Housing and Home Finance Administrator pursuant to Section 102 of the Housing Act of 1949, as amended, 63 Stat. 414, 42 U. S. C. 1452, to finance the leasing of the Leased Property pursuant to this lease or a loan obtained by the Authority for the same purpose from some other lending source on the strength of a pledge of the Authority's rights to secure such a loan from the Housing and Home Finance Administrator under a Definitive Loan Contract between the Authority and the Housing and Home Finance Administrator.

Section 114: "Leasehold Agreement" means the Agreement entered into between the Authority and Charles River Park, Inc. relative to the West End Area, executed March 2, 1960, and recorded in Suffolk County Registry of Deeds on-

ARTICLE II

LEASE OF PROPERTY, VESTING OF POSSESSION PAYMENT OF RENT AND TAXES

Section 201: Covenant to lease Leased Property. Subject to the terms of this instrument, the Authority agrees to lease and the Redeveloper agrees to take and hire the Leased Property (see Section 106) yielding and paying therefor during the term of the lease as set forth in Section 204 hereof the annual rent prescribed in Section 203 of this lease and the public charges prescribed in Section 207 of this Lease.

Section 202: Condition of Leased Property.

(a) The Authority hereby covenants as follows: The Leased Property is free and clear of all buildings, structures and improvements thereon, with all cellar holes and excavations filled to the level of the surrounding ground in a good and workmanlike manner; The excavation fill does not contain wood or other material subject to rot, nor tanks or containers; the concrete slabs have been broken and the site uniformly graded and left free of mounds and depressions; the indigenous material has been removed from the site, except that in brick bats, and individual pieces of concrete not exceeding 100 pounds in maximum weight have been permitted to remain which are so incorporated within the soil as to present a smooth surface; the finished surface is rough graded so as to conform more or less to the street elevations of the area as they existed on April 23, 1958.

(b) The Authority further agrees to provide or cause to be provided, without expense to the Redeveloper or public assessment against the Leased Property of which the Redeveloper is vested in possession under the terms of this lease, the following:

(1) Construction, improvement and paving of the streets, vehicular access ways (including the installation of gutters, curbs and catch-basins, and the supply of street lighting,) in accordance with the Land Assembly and Redevelopment Plan, and the installation of police and fire alarm boxes at places designated by the appropriate agencies of the City of Boston.

(2) The installation and relocation of such sewers, drains and water lines and the making of such other utility adjustments as are required by the Land Assembly and Redevelopment Plan and the providing of licenses in public ways for the installation, by either the Redeveloper or the particular utility company involved, of distribution lines for gas, steam, electricity, telephone and telegraph or other utility installations. The Authority agrees to join with the Redeveloper in any petition or application to secure gas, steam, electric, telephone, telegraph, or other utility installations.

(c) The Redeveloper, as lessee, or as owner of the fee if it acquires the fee, and the Authority, as lessor, agree to grant to the City of Boston without cost to said City such easements and licenses as are necessary to enable the Authority to comply with paragraphs (b) (1) and (b) (2) of this Section 202; provided that such easements and licenses shall contain a provision that the easement or license granted shall be extinguished at such time when the use for which the easement or license is granted is no longer availed of.

(d) The Redeveloper, as lessee, or as owner of the fee if it acquires the fee, and the Authority, as lessor, may without compensation grant with respect to the Leased Property, to the holders of the fee title or leasehold interest in other parcels of land in the project area such easements, licenses, rights of access and egress, rights to use parking spaces, rights to use garden and open space facilities thereon, rights of access to utilities, conduits and servicing points, and all other rights necessary to the performance of the Land Assembly and Redevelopment Plan. The purpose of this paragraph is to enable the integrated development of the entire project area in accordance with the Land Assembly and Redevelopment Plan where financing arrangements require that separate portions of the project be undertaken by separate business entities.

Section 203: Covenants for rent of Leased Property.

(a) The annual rent for the Leased Property shall be Eighteen Thousand Seven Hundred Eighty-One Dollars and 39/100ths (\$18,781.39).

(b) The Redeveloper shall pay the annual rent to the Authority in four equal installments upon the first day of January, April, July and October of each year, in advance.

(c) The Redeveloper upon the commencement of the leasehold term as set forth in Section 204 hereof, shall pay rent to the Authority for the period running between such date and April 1, 1960, in the sum of One Thousand Two Hundred Thirty-Five Dollars and 04/100ths (\$1,235.04).

Section 204: Term of the lease.

The term of this lease shall end fifty-one (51) years from the commencement thereof, unless sooner terminated as hereinafter provided. Upon the expiration of this lease, the Redeveloper shall have the option to renew the lease for two additional periods of twenty (20) years each upon the terms and conditions herein contained upon giving notice to the Authority in writing of its intention to so renew which notice shall be given no less than sixty (60) days prior to such expiration. The Redeveloper shall accept possession of the Leased Property and the lease term for the Leased Property shall commence March 7, 1960.

Section 205: Covenant of quiet enjoyment.

(a) The Authority hereby covenants and agrees that the Redeveloper, upon making the rental payments and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this lease on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Leased Property without hindrance or molestation by the Authority during the term of this lease or by any person or persons claiming under them.

(b) Notwithstanding any other provisions of this lease, during the lease term or any renewals thereof hereunder, title to all improvements constructed by the Redeveloper on the Leased Property shall not vest in the Authority by reason of its ownership of fee simple title to the Leased Property but shall remain in the Redeveloper.

ARTICLE III
ANTS AND CONSTRUCTION

Section 206: Title Insurance.

(a) The Authority agrees to deliver to the Redeveloper a certificate of title insurance with respect to the Leased Property by a reputable title insurance company. Such certificate of title insurance shall be endorsed to the benefit of the Redeveloper and the Redeveloper shall pay all the premiums charged by the title insurance company which issues such a certificate. Such certificate or certificates for title insurance shall also be furnished to, and shall be subject to the approval of, and shall inure to the benefit of any mortgagee and the Federal Housing Administration as its or their interests may appear. Such certificate or certificates shall be accompanied by a survey of the property involved, and shall show that the leasehold or fee estate (as may be appropriate) is free of all encumbrances other than those specifically mentioned herein or those which may be specifically waived by the Redeveloper, with the written consent of the FHA in the event FHA mortgage insurance is applied for and obtained with respect to the particular parcel concerned. All costs of obtaining such title insurance and surveys shall be borne by the Redeveloper.

(b) The Redeveloper will pay the fees for the recording of this lease and any deed executed thereunder, in the Suffolk County Registry of Deeds, such fees not to include Massachusetts documentary stamp tax.

Section 207: Redeveloper to pay public charges.

(a) The Redeveloper, in addition to the annual rent herein provided for, shall pay all real estate taxes, or other charges imposed by public authority upon the Leased Property of which it has possession and any improvements thereon as if the Leased Property, together with all improvements thereon, were owned in fee simple by the Redeveloper. In the event that such taxes or charges have reference to periods of time in which the Authority, on the one hand, and the Redeveloper on the other hand, both had possession for portions of such period, the taxes and charges shall be prorated between the Authority and the Redeveloper in proportion to their respective periods of possession; provided, in no event shall the Redeveloper be liable for any taxes levied on any improvements located on the Leased Property on any assessment date prior to the date of vesting of initial possession in the Redeveloper of the land on which such improvements are located. The Redeveloper hereby specifically waives any right during the term of this lease to challenge the assessment of any tax or public charge upon the Leased Property on the grounds of its ownership by the Authority, provided that nothing herein contained shall be construed as a limitation upon the right of the Redeveloper to challenge the value of the Leased Property and the improvements assessed for tax purposes.

(b) A payment in lieu of real estate taxes for the year 1960, pursuant to the provisions of Chapter 44, Section 63 (a) and Chapter 121, Section 26R of the General Laws of the Commonwealth of Massachusetts is to be paid by the Redeveloper to the Authority on the date of the Initial Mortgage Closing or on October 1, 1960, whichever date is earlier. Said payment is to be in the amount of \$25,878.98.

Section 208: Waste.

The Redeveloper shall not permit, commit, or suffer waste or impairment of any part of the Leased Property; but this section shall not be construed to limit the right of the Redeveloper to excavate or fill on the Leased Property as is necessary to build the improvements thereon and to dispose, as the Redeveloper sees fit, of any material removed by such excavation, provided that the disposition of any material shall be in accordance with the applicable regulations of the City of Boston and the Commonwealth of Massachusetts.

ARTICLE III

COVENANTS AND CONDITIONS

Section 301: The Redeveloper for itself and its successors and assigns agrees to:

(a) Leased Property to be used only for project purposes - devote the Leased Property to uses specified in Section 26LL of Chapter 121 of the Massachusetts General Laws and in the Authority's Land Assembly and Redevelopment Plan in accordance with the contract specifications and standards of development outlined therein. This covenant shall run for a period of fifty (50) years from July 22, 1957, provided that: said covenant shall be automatically extended for successive ten (10) year periods unless terminated by a vote of the majority of the owners of the 'project area' with the approval of the Boston City Council.

(b) Unfair restrictions prohibited. - refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument whereby the Leased Property or any part thereof is restricted upon the basis of race, creed, color, or national origin in the sale, lease or occupancy thereof. In recognition of Section 23 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts, the parties hereto agree that this covenant shall run ninety (90) years from the date of execution of this instrument.

The covenants of this Section 301 shall be covenants running with the land and covenants to the same effect, which shall be and shall be expressed to be covenants running with the land, shall be contained in any instrument from the Authority to the Redeveloper conveying the Leased Property or any part thereof or any interest therein.

Section 302: Redeveloper's Plans.

The Redeveloper has submitted to the Authority the general plans and general specifications required under Section 302 of the Leasehold Agreement.

Section 303: Alterations in Redevelopment Plan

Alterations in the Land Assembly and Redevelopment Plan may be made with approval of the Authority to meet the requirements of federal agencies or of mortgagees under conventional financing and such approval shall not be unreasonably withheld.

Section 304: Time for construction or completion.

The Redeveloper agrees to commence construction on the Leased Property within six (6) months after the commencement of the lease term and shall complete all of the improvements thereon within thirty-six (36) months after the beginning of said lease term. The obligations of the Redeveloper to commence and complete construction as aforesaid shall be covenants running with the land in the event only that the Redeveloper acquires the fee title to the Leased Property before the completion of construction thereon and such covenants shall be expressly set forth in a deed delivered to the Redeveloper for such Leased Property. Within one year of the commencement of the lease term on the Leased Property, the Redeveloper shall have completed the foundation piling and pile cappings or caissons, as its plans may require, for two high-rise buildings planned for the Leased Property. The failure by the Redeveloper to do so shall be deemed a failure to commence construction on the Leased Property.

Section 305: Agencies to have access to Leased Property

The Redeveloper agrees to permit access to the Leased Property to the Authority and to officials of the United States of America and to the City of Boston when necessary to fulfill the terms of this lease, the loan and capital grant contract between the Authority and the Federal Housing and Home Finance Agency, and the cooperation agreement between the Authority and the City of Boston, and for purposes of inspection.

Section 306: Terms and conditions limited.

It is understood by the parties that -

- (a) the terms and conditions for development of the Leased Property set out in the Land Assembly and Redevelopment Plan; and
- (b) the standards and requirements of the appropriate Federal, state and city agencies; and
- (c) the terms and conditions of the Leasehold Agreement, and the provisions of this Lease shall constitute all of the terms and conditions that shall be required by the parties of one another.

Section 307: Prompt payment of obligations.

The Redeveloper shall make or cause to be made prompt payment of all money owed to any and all persons doing any work or furnishing any materials or supplies to the Redeveloper or any of its Contractors or Sub-contractors in connection with the construction, repair or replacement of any of the structures and other improvement to be placed on the Leased Property.

Section 308: Redeveloper to indemnify Authority or City.

The Redeveloper agrees to pay, indemnify and save harmless the City of Boston and the Authority, its agents and employees, except against their own omissions or negligence, from all suits, actions, claims, demands, damages or losses, expenses, and/or costs of every kind and description to which the City of Boston and the Authority, its agents or employees may be subjected or put by reason of injury (including death) to persons or property, resulting from, in connection with, or growing out of, any act of commission or omission of the Redeveloper, its agents or employees or its contractors or subcontractors, on or over any of said Leased Property; or in connection with any use, occupancy or operation of said Leased Property during the entire time this lease, or any part thereof, is in force, and regardless of whether such suits, actions, claims be against, suffered or sustained by the City of Boston and/or the Authority, its agents and employees, or be against, suffered or sustained by other persons, corporations or legal entities whom the City of Boston and/or the Authority, its agents and employees, may become liable therefor. The Authority shall give notice of any such suits, actions, claims, demands, damages or losses, expenses, or costs to the Redeveloper forthwith, and the Authority shall not object to intervention of the Redeveloper in any suit or action arising out of such claims, demands, damages, losses, expenses or costs.

Section 309: Performance Bond.

At the time of the initial mortgage closing on improvements to be built on the Leased Property, the Redeveloper shall furnish evidence to the Authority that

a bond or other security assuring the completion of such improvements is in force in a form satisfactory to the FHA, where FHA mortgage insurance is involved in the financing of the construction of such improvements, or in a form satisfactory to a conventional mortgagee and the Authority where FHA mortgage insurance is not involved in the financing of the construction of such improvements. Such bond or security shall by its terms expressly inure to the benefit of the Redeveloper and the Authority.

Section 310: When improvements completed.

The building of improvements shall be deemed completed for purposes of this lease when the improvements required of the Redeveloper by the general plans and specifications submitted pursuant to Section 302 hereof have been built and are substantially ready for occupancy; provided, that if FHA mortgage insurance is applied for and obtained, its inspections and determinations as to satisfactory completion shall be controlling and will be accepted by the Authority, the Redeveloper and the mortgagee. Promptly after the completion of improvements in accordance with the terms of this lease, the Authority will furnish the Redeveloper with an appropriate instrument, suitable for recording, so certifying. Notwithstanding anything herein contained to the contrary, the building of improvements shall incontestably be completed when - if FHA financing has been obtained - the Federal Housing Commissioner has finally endorsed for insurance the credit instrument given by the Redeveloper to evidence its indebtedness for money advanced and loaned to the Redeveloper to finance the construction of such improvements.

ARTICLE IV

OPTION TO PURCHASE FEE: TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST, WHETHER LEASE OR FEE

Section 401: Redeveloper's Option to purchase fee.

(a) The Redeveloper may, at any time during the term of this lease, or any renewal thereof, at its option purchase from the Authority, subject to the rights of the Commissioner hereinafter set forth in Sections 404, 405 and 406, the fee simple title to the Leased Property upon payment to the Authority of a purchase price of Three Hundred and Thirteen Thousand Twenty-Three Dollars and Fifteen Cents (\$313,023.15), provided that:

(1) If the Redeveloper exercises its option to purchase the fee of the Leased Property at any time after the Authority makes a definitive loan, the Redeveloper shall pay in addition to the purchase price provided for in the first paragraph of this section a sum of money sufficient to pay any redemption premium, any interest to become due up to the redemption date on so much of the definitive loan as is to be redeemed, and all costs and expenses incidental to the redemption; and

(2) Upon the first redemption date of the definitive loan and annually upon the anniversary thereof, the Redeveloper may exercise its option to purchase the fee of the Leased Property for the purchase price provided for in the first paragraph of this section without payment of any additional sum if notice of the Redeveloper's intention to exercise such option is given at least ninety (90) days prior to the first redemption date of the definitive loan and at least ninety (90) days prior to the annual redemption date after the first redemption date.

(3) The Authority agrees that any definitive loan bonds which it may issue for the purpose of financing a leasehold entered into pursuant to this lease shall contain provisions that such bonds shall be redeemable beginning not later than ten (10) years from the date of issuance of such bonds at a redemption price which shall not exceed the principal amount thereof plus accrued interest to the date fixed for redemption, together with a premium not in excess of 5 per cent of such principal amount.

(b) The Redeveloper shall communicate its intention to exercise its option to purchase the fee title to the Leased Property by a writing, addressed to the Authority. Within ninety (90) days of the dispatch of such a writing, the Authority shall convey to the Redeveloper by quit-claim deed the Leased Property provided that the Redeveloper is not in breach of the provisions of this lease, and provided further, that in the event the Redeveloper has neither commenced construction on nor obtained a mortgage commitment with respect to the Leased Property, Charles River Park, Inc., its successors or assigns, is not in breach of the Leasehold Agreement with respect to any other parcels conveyed by said Agreement.

(c) Upon the conveyance of the Leased Property to the Redeveloper in fee simple, the Redeveloper's obligations to make rental payments on Leased Property shall cease and the final rental payments allocable to the land conveyed shall be adjusted to the date of conveyance.

(d) The conveyance of the Leased Property to the Redeveloper in accord- and with the provisions hereof, shall constitute conclusive proof that the Redeveloper is in no way in breach of this lease, at the time of any such conveyance, with regard to the Leased Property.

(e) In the event the Redeveloper exercises its option to purchase pursuant to this section, all provisions of this lease relating to the Leased Property shall remain in full force and effect except those specifically relating to payment of rent or obligations predicated solely upon the leasehold estate.

In the event that the Redeveloper exercises its option under this Section 401 to purchase the fee simple title to the Leased Property, the leasehold estate of the Redeveloper in that Leased Property, with respect to which the option is exercised shall not, under any circumstances merge into the fee simple title so acquired so long as there are mortgages of said leasehold estate remaining un-discharged unless the mortgagee or mortgagees give their prior consent in writing to such a merger of the leasehold estate and fee simple title.

Section 402: Transfer of interest in Leased Property by Redeveloper.

(a) General Terms. The Redeveloper agrees that except by way of security only, unless it first secures the written consent of the Authority, it will not make any sub-lease, assignment or any manner of transfer of its interest in the Leased Property prior to the completion of the development operations required for such property by the Land Assembly and Redevelopment Plan, provided, however, that the Redeveloper may lease residential units or business space in the Leased Property under leases which grant the lessee no right of entry or possession until the construction required hereunder in a particular building in which the premises so leased are located has been completed. A provision to effectuate the purpose of this Section 402 shall be included in any sub-lease, deed, or other transfer of interest in the Leased Property by the Redeveloper, but such provision shall not be made a covenant running with the land.

(b) Transfers by Redeveloper when construction not complete. In the event the Redeveloper should desire to transfer its interest in the Leased Property or a portion thereof, before completing all phases of construction required by the Land Assembly and Redevelopment Plan for such property or such portion thereof, and the Authority gives its prior consent to such conveyance in writing, the consideration for such transfer of interest paid or payable to the Redeveloper shall not exceed an amount representing the actual cost to the Redeveloper of the Leased Property or portion thereof, including the cost of any improvements made thereon and carrying charges. The intent and purpose of this sub-paragraph is to preclude the Redeveloper's making any profit from the transfer of interest of Leased Property prior to the execution of the Land Assembly and Redevelopment Plan on the portion of Leased Property concerned. The Redeveloper shall not be relieved of its obligations to complete, in accordance with this lease, the improvements on the Leased Property, or portions thereof, transferred pursuant to this paragraph. Any transferee hereunder must be a qualified redeveloper who is financially able to proceed with the work in the Leased Property, or portion thereof, in accordance with this lease.

(c) Transfers by Redeveloper when construction has been completed in part.

The Redeveloper, with the prior written consent of the Authority, may sub-lease, lease, sell, or otherwise transfer the interest in a portion of the Leased Property after completing all phases of construction required by the Land Assembly and Redevelopment Plan for such portion of such Leased Property provided that the instruments of transfer include such covenants and requirements as are necessary to assure continued adherence to the Land Assembly and Redevelopment Plan as it pertains to the parcel concerned.

(d) Transfer by the Redeveloper to subsidiaries, affiliates, etc.

Subject to the anti-speculation provisions hereof (reference is made to Section 402 (b), and notwithstanding anything to the contrary in this lease, the Redeveloper may, subject to the prior written approval of the Authority, and such approval shall not be unreasonably withheld, at any time, transfer its interest in the Leased Property, or a portion thereof, to subsidiary or affiliated corporations, or merged corporations, or individuals, or other forms of business entities, provided that stock in such subsidiary or affiliated corporations, or merged corporations, is owned by the Redeveloper or the stockholders of the Redeveloper, their heirs, successors or assigns and provided that such individuals and other forms of business entities consist of stockholders of the Redeveloper, their heirs, successors, or assigns; provided, however, that the Redeveloper shall not by such a transfer, be relieved of its obligations to effectuate the Authority's Land Assembly and Redevelopment Plan, and provided further that the transferees under this sub-paragraph assume the obligations of the Redeveloper in writing but only with respect to the particular portion of the Leased Property transferred in accordance with the provisions of this sub-paragraph. With respect to the Leased Property, or a portion thereof, on which a mortgage insured by the Commissioner is in force, a transfer of interest under this Section 402 (d) shall require the prior written approval of the Commissioner.

The Redeveloper, and its assignees and transferees under this Section 402(d), shall have the right to grant to the holders of the fee title or leasehold interest of the Leased Property or portions thereof, such easements, rights of access and egress, rights to use parking spaces, rights to use garden and open space facilities thereon, rights of access to utilities conduits and servicing points, and all other rights necessary to the performance of the Land Assembly and Redevelopment Plan. The purpose of this paragraph is to enable the integrated development of the entire project area in accordance with the Land Assembly and Redevelopment Plan where financing arrangements require that separate portions of the project be undertaken by separate business entities.

(e) Obligations of transferees of the Redeveloper. In the event of a transfer by the Redeveloper of its interest in the Leased Property or a portion thereof, pursuant to sub-section (b), (c), or (d), of this section, the Redeveloper agrees to require any transferee, its successors and assigns, to assume the obligations imposed on the Redeveloper under this lease, but only with respect to the property so transferred; nor shall the Redeveloper be liable for the performance of said obligations by such transferees and their successors and assigns except as indicated in the said sub-sections (b), (c), and (d).

(f) Transfers by Redeveloper after construction completed. The Authority agrees that the Redeveloper may lease, sub-lease, sell, or otherwise transfer its interest in the Leased Property or portions thereof, after all phases of redevelopment operations for the Leased Property are completed pursuant to the Land Assembly and Redevelopment Plan.

Section 403: Mortgage of Leased Property or property held in fee by the Redeveloper.

(a) Notwithstanding any other provision of this lease, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Leased Property, or to any portion or portions thereof, by way of mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, equipment, repair or

reconstruction of any of the improvements required to be constructed by the Redeveloper on the Leased Property by the Redevelopment Plan and this lease, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose.

Section 404: Option of Mortgagor of Leased Property to Acquire Fee.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that, in the event a mortgage shall hereafter be placed upon the leasehold interest of the Redeveloper under this lease in respect to the Leased Property (whether or not any such mortgage is insured under the National Housing Act), the mortgagee thereunder or its assigns, or the Commissioner, shall have the option, in the event that such mortgagee or assigns, or the Commissioner through the operation of his contract of mortgage insurance, shall become the owner of such leasehold interest, to purchase from the Authority or such other person or corporation who may then be the owner of the fee, good and marketable fee title to the Leased Property, including all personal property, free of all liens and encumbrances (except such as may be waived or accepted by any such mortgagee or assigns, or the Commissioner so acquiring such leasehold interest) after so acquiring such leasehold interest, for a purchase price arrived at on the same terms as are made available to the Redeveloper in Section 401 of this lease. Any such mortgagee or assignee, or the Commissioner who exercises the option to purchase the fee of the Leased Property, pursuant to this section, shall do so by notifying the Authority, or such other person or corporation who may then be the owner of the fee, in writing of his intention to exercise such option. The owner of the fee shall then be required to make conveyance of the property concerned by quitclaim deed within sixty (60) days of receipt of such notice.

Section 405: Rights and duties of Commissioner or mortgagee upon Acquisition Prior to Completion.

(a) If the Commissioner, through the operation of his contract to insure a loan to finance the improvements required by the Land Assembly and Redevelopment Plan and this lease to be constructed by the Redeveloper on the Leased Property, acquires the leasehold interest or fee simple title to the Leased Property prior to the completion of such improvements, the Commissioner shall, at his option, (i) complete construction of such improvements in accordance with the Land Assembly and Redevelopment Plan and this lease, (ii) sell, assign or transfer, with the prior written consent of the Authority, such leasehold interest, or if it has been purchased pursuant to this lease and is held by the Commissioner, the fee simple title to the Leased Property to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this lease in respect to the Leased Property, by written instrument recorded forthwith in the Suffolk County Registry of Deeds, or (iii) if the Commissioner has not within 180 days after acquiring the leasehold interest or fee simple taken either of the actions referred to in (i) or (ii) above, then he shall sell the leasehold interest, or such fee simple title, to the Leased Property to the Authority, with payment of the purchase price to abate until the Authority has disposed of the Leased Property.

(b) In the event that the mortgagee, or its assigns, under any mortgage hereafter placed upon the leasehold interest of the Redeveloper under this lease, shall acquire such leasehold interest prior to the completion of the improvements required by the Land Assembly and Redevelopment Plan and this lease to be constructed thereon by the Redeveloper, such mortgagee or its assigns shall have the

same rights and duties as the Commissioner under subsection (a) of this section and in addition thereto, (if such mortgage was insured pursuant to the National Housing Act, as amended) shall have the unqualified right to assign, transfer and deliver to the Commissioner its rights, interest, claims, in and to such leasehold interest.

Section 406: Rights and duties of Commissioner or Mortgagor upon Acquisition after Completion.

(a) If the Commissioner, through the operation of a contract to insure a loan to finance the improvements required by the Redevelopment Plan and this lease to be constructed by the Redeveloper on any portion of the Leased Property, acquires the mortgage or the leasehold interest, or fee simple title, to such portion of the Leased Property after completion of such improvements, the Commissioner shall (i) at all times keep such improvements in good and safe condition and repair, and shall, in the occupancy of all buildings constituting part of such improvements and in the maintenance and operation of such improvements and of the Leased Property, comply with all laws, ordinances, codes, and regulations applicable thereto, and (ii) comply with the applicable provisions of this lease.

(b) In the event that the mortgagor or its assigns under any mortgage hereafter placed on the leasehold interest of the Redeveloper under this lease shall acquire such leasehold interest or fee after the completion of the improvements required by the Land Assembly and Redevelopment Plan and this lease to be constructed thereon by the Redeveloper, such mortgagor or its assigns shall have the same rights and duties as the Commissioner under subsection (a) of this section and, in addition thereto, (if such mortgage was insured pursuant to the National Housing Act, as amended) shall have the unqualified right to assign, transfer and deliver to the Commissioner its rights, interest, claims in and to such leasehold interest or fee.

ARTICLE V.

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Protection of Reversionary Rights.

Except for such acts as are expressly authorized by other provisions of this lease no act of commission or omission done or suffered to be done by the Redeveloper shall in any manner, directly or indirectly, affect the reversionary estate of the Authority in the Leased Property and the improvements thereon, and no other provisions of this lease shall authorize or be construed to authorize the Redeveloper to perform any act which may in any way encumber or change any of the right, title or interest of the Authority therein.

Section 502: Maintenance and Operation of Improvements.

The Redeveloper shall at all times keep the improvements constructed on the Leased Property or any portion thereof in good and safe condition and repair, and in the occupancy, maintenance and operation of such improvements, and of the Leased Property, shall comply with all laws, ordinances, codes and regulations applicable thereto.

Section 503: Additions or Alterations to Completed Improvements.

After the improvements required by the Land Assembly and Redevelopment Plan and this lease to be constructed by the Redeveloper on the Leased Property, or any portion thereof, have been completed, the Redeveloper shall not during the period of the Land Assembly and Redevelopment Plan reconstruct, demolish, or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority.

ARTICLE VI

INSURANCE

Section 601: Insurance and Fidelity Bond Coverage.

(a) The Redeveloper during the term of the leasehold shall keep all insurable property and equipment in respect of the Leased Property, possession of which is vested in the Redeveloper pursuant to this lease insured by fire and extended coverage insurance and insurance against such additional risks with respect to which insurance is commonly carried on similar property and equipment in the City of Boston. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event in amounts no less than eighty per centum of the actual cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and shall carry the standard form of Mortgage Clause or Mortgagee Clause as prescribed by statutory provisions or rules of the State of Massachusetts or in the absence of any statutory provisions or rules, shall be equipped with the standard form of without Contribution Mortgage Clause, showing loss or damage, if any, under such policies to be payable to the mortgagee and FHA, their successors or assigns as interest may appear, and in the event only that there is no mortgage on the Leased Property, to the Redeveloper and the Authority as their respective interest may appear; provided, however, that in the event that FHA mortgage insurance is in force for the Leased Property the provisions of the mortgage contract relating to the recognition of the respective interests shall govern and any insurance proceeds shall be payable accordingly.

(b) The Redeveloper during the term of the Leasehold also shall carry adequate (i) comprehensive public liability, comprehensive general liability, or owner's, landlord's, tenants' public liability insurance (excluding property damage), (ii) contractors' public liability insurance (excluding property damage), and (iii) workmen's compensation coverage (statutory or voluntary).

(c) The Redeveloper during the term of the leasehold shall secure and maintain in full force and effect such comprehensive public liability, comprehensive general liability, or owner's, and landlord's and tenants' public liability insurance (excluding property damage) as will protect the Redeveloper and the Authority, their agents and employees, from any and all claims and damage for personal injuries, or death, or from damages to any property of the Authority or of the public, which may arise out of or in connection with the performance of any work or operations by the Redeveloper in, on or over the Leased Property or any portion thereof during the construction period whether work or operations be by the Redeveloper, or his contractors or sub-contractors, or any one directly or indirectly employed by any of them. The amount of such insurance shall not be less than One Hundred Thousand Dollars (\$100,000.00) for injuries, or death sustained by any one person and not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries or death sustained by two or more persons in any one accident. The amount of property damage insurance during the construction period shall not be less than Fifty Thousand Dollars (\$50,000.00).

(d) Each insurance policy or bond shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(e) All fire and other hazard insurance policies, except liability insurance policies, and renewals thereof, shall be filed with and kept by the mortgagee. Copies of the aforementioned policies and any and all other required insurance policies shall be filed with the Authority.

Section 602: Non-Cancellation Clause.

All insurance agreements shall provide that they cannot be cancelled or terminated until after at least fifteen days' prior notice has been given to the Authority to the effect that such insurance agreements are to be cancelled or terminated at a particular time.

Section 603: Authority May Procure Insurance if Redeveloper Fails to Do So.

In the event the Redeveloper at any times refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this lease, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes and amounts of any such payments made by it.

Section 604: Insurance Does Not Waive Redeveloper's Obligations.

No acceptance or approval of any insurance agreement or agreements by the Authority shall relieve or release or be construed to relieve or release the Redeveloper from any liability, duty or obligation assumed by, or imposed upon it by the provisions of this lease.

Section 605: Loss or Damage Not to Terminate Rent or This Lease.

Notwithstanding any law to the contrary, any loss or damage by fire or other casualty of or to any of the improvements on the Leased Property, or any portion thereof, at any time shall not operate to terminate this lease or to relieve or discharge the Redeveloper from the payment of the rent, or any public charge in respect thereto, pursuant to this lease, as the same may become due and payable as provided in this lease, or from the performance and fulfillment of any of the Redeveloper's obligations, pursuant to this lease.

Section 606: Redeveloper's Obligations with Respect to Restoration and Reconstruction.

(a) Whenever any improvement, or any part thereof, constructed on the Leased Property, or any portion thereof, shall have been damaged or destroyed, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claims and any other monies provided for the reconstruction, restoration, or repair of any such improvement, shall be deposited in a separate account.

(b) Any and all sums of money received by the Redeveloper as payments for any loss or losses under said insurance policies shall, if the Authority so demands, be first applied to the payment of any unpaid public charges and annual rent. The balance of the insurance money shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that the insurance money may permit. If there be any excess of insurance proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper.

(c) The Redeveloper, with the approval of the Authority, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 607: Commencement and Completion of Reconstruction.

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Leased Property, or any portion thereof, which have been destroyed or damaged within a period of not to exceed six (6) months after the insurance proceeds in respect of such destroyed or damaged property have been received by the Redeveloper (or, if the conditions then prevailing require a longer period, such longer period as the Authority shall specify in writing), and shall well and diligently and with prompt dispatch prosecute the same as may be necessary to fully complete such reconstruction or repair within twenty-four months (24) from the start thereof, provided, however, that in the event there is a mortgage on the Leased Property insured by FHA, the proceeds of payments for losses covered by insurance policies held by the mortgagees shall be collected and applied in accordance with the applicable regulations of the FHA and the Mortgage contract. This provision shall also apply to Section 606 preceding. If FHA mortgage insurance is in force ^{on} the Leased Property, the provisions of the mortgage contract relating to the commencement and completion of reconstruction shall govern.

Section 608: Duration of Requirement of Reconstruction.

The provisions of Sections 606 and 607 of this lease shall apply only in the event the damage or destruction to improvements on the Leased Property occurs prior to July 30, 2007. In the event such damage or destruction occurs thereafter, the Redeveloper shall not be required to reconstruct, restore or repair such improvements but, if it does not do so, the Authority may require that the proceeds of any claims against insurers, or so much thereof as may be reasonably required therefor, shall be deposited in a separate account (or invested in such securities as may be approved by the Authority) to be used only for the payment of the rent and public charges hereunder. Any amount not required for such purpose shall be retained by the Redeveloper. In the event that FHA mortgage insurance is in force on improvements on the Leased Property which are damaged or destroyed, the interest of the Authority hereunder shall be subordinated to any claims of the mortgagee or the Commissioner.

ARTICLE VII

REMEDIES, RIGHTS, AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 701: Refusal by Redeveloper to Accept Possession.

In the event that the Redeveloper shall refuse to accept possession of the Leased Property as provided in Sections 201 and 204 of this lease, the Authority shall have the right to retain the funds deposited with the Authority under Section 207 of the Leasehold Agreement as liquidated damages and as its property without any deduction, offset, or recoupment by the Redeveloper. In the event the Authority exercises such right, neither the Redeveloper nor the Authority shall have further rights or liabilities against one another with respect to this lease.

Section 702: Consequences of Redeveloper's failure to commence and complete construction, failure to pay rent, etc., where Redeveloper holds Leased Property.

In the event that the Redeveloper shall fail to perform its obligations under this lease with respect to 1) commencement and completion of construction of improvements; 2) payment of rent; and 3) payment of public charges on the Leased Property (reference is made to Sections 203, 207, and 304 of this lease), the Authority shall by a writing notify the Redeveloper of such failure. The Redeveloper shall thereupon have ninety (90) days from the dispatch of such a writing in which to cure such failure. If the Redeveloper does not cure such failure within the ninety (90) day period, the Authority shall have the right to declare the Redeveloper's Leasehold to the Leased Property terminated and the Redeveloper shall thereupon forthwith surrender possession of the Leased Property to the Authority.

In the event the Authority elects to declare the Redeveloper's leasehold to the Leased Property terminated pursuant to this Section 702, the Authority shall have the right to retain the funds deposited with the Authority under Section 207 of the Leasehold Agreement as liquidated damages and as its property without any deduction, offset, or recoupment by the Redeveloper.

Termination of the Redeveloper's leasehold pursuant to this Section 702 shall not cause said leasehold to merge into the fee simple title of the Authority so long as there are mortgages of said leasehold estate remaining undischarged unless the mortgagee or mortgagees give their prior consent in writing to such a merger of the leasehold estate and fee simple title.

Section 703: Ownership of improvements on termination of lease.

(a) In the event the Authority exercises its right to terminate the leasehold pursuant to Section 702 of this lease with respect to the Leased Property, title to all improvements thereon shall vest in the Authority, subject to any outstanding mortgage thereon, provided however, that the Authority must undertake with due diligence to dispose of such improvements by a lease of the fee title to the land and a sale of the improvements or by sale of the fee title to the land and improvements.

(b) In the event that the Authority disposes of the Leased Property by the sale of the fee title to the land and the improvements, the Authority shall first reimburse itself from the proceeds of the sale for any unpaid rent owed by the Redeveloper with respect to the Leased Property, other obligations of the Redeveloper paid by the Authority with respect to the Leased Property, including but not limited to mortgages, all costs and expenses incurred by the Authority in connection with said termination and sale, the fair value of the land which is hereby determined to be \$1.35 per square foot, the salaries of Authority personnel allocable to the sale of the land and improvements and any taxes allocable to the time of sale. The balance of such proceeds, if any, shall be used to reimburse the Redeveloper up to the amount expended by it on the improvements and any balance shall remain the property of the Authority.

(c) In the event that the Authority disposes of the Leased Property by a lease of the fee title to the land and the sale of the improvements, the Authority shall immediately determine the total amount of any unpaid rent owed by the Redeveloper with respect to the Leased Property, other obligations of the Redeveloper paid by the Authority with respect to the Leased Property, including but not limited to mortgages, all costs and expenses incurred by the Authority in connection with said termination, sale, and re-lease, the fair value of the land which is hereby determined to be \$1.35 per square foot, the salaries of City and Authority personnel allocable to the re-leasing and any rents and taxes allocable to the time of re-leasing. The Authority shall then compute the capitalized value of the new lease in accordance with its terms based upon a return of six per cent (6%) on the value of the land and shall add thereto the purchase price of the improvements on the land, if any. The Authority shall then deduct from the aforesaid total the total amount due it hereunder. The balance remaining, if any, shall be immediately payable to the Redeveloper to reimburse it for any expenses up to the amount expended by the Redeveloper on the improvements, and any balance shall remain the property of the Authority.

Section 704: Consequences of Redeveloper's failure to commence and complete construction where Redeveloper holds the Leased Property in fee.

In the event that the Redeveloper holds the Leased Property in fee and fails to perform its obligations under this lease with respect to commencement and completion of improvements according to the Land Assembly and Redevelopment Plan, or the payment of real estate taxes on property on which the Redeveloper has not completed improvements, the Authority shall by a writing notify the Redeveloper of such failure. The Redeveloper shall thereupon have ninety (90) days from the dispatch of such a writing in which to cure such failure. If the Redeveloper does not cure such failure within the ninety (90) day period and the holders of record of building loan agreements and/or first mortgages in replacement thereof and the Commissioner do not exercise their rights to cure such failure (reference is made to Section 706 and 707 hereof), the Redeveloper shall reconvey to the Authority and without consideration by quit-claim deed the Leased Property with all improvements thereon, which have not been completed within the meaning of Section 319 of this lease, but subject to existing building loan agreement and/or first mortgages in replacement thereof.

In the event that the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event that the Redeveloper reconveys to the Authority pursuant to this Section 704, the Authority shall resell the land so reconveyed and the improvements thereon, subject to all of the provisions of the Land Assembly and Redevelopment Plan; the proceeds of such resale shall be used first to reimburse the Authority for all costs and expenses incurred, including the salaries of Authority personnel in connection with the recapture and sale, and for public charges outstanding with respect to the land reconveyed to the time of resale and reconveyance. The balance of such proceeds, if any, shall be used to reimburse the Redeveloper up to the amount expended by it in the purchase and improvement of the land reconveyed, less any profit which the Redeveloper withdrew during its ownership. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event the Redeveloper is required to reconvey under the provisions of this Section 704, the Redeveloper's security deposit (see Section 207 of the Leasehold Agreement) shall be retained by the Authority as liquidated damages and not as a penalty.

Section 705. Notices of breaches to mortgagees.

In the event the Authority pursuant to Sections 702 and 704 of this lease, gives written notice to the Redeveloper of a failure to commence or complete construction, pay rent, or pay public charges, the Authority shall forthwith furnish to the mortgagee (and if the mortgage is insured by the FHA, to the Commissioner as well) of the Leased Property, a copy of said notice. To facilitate the operation of this section, the Redeveloper shall at all times keep the Authority provided with an up to date list of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations. If the Redeveloper has not provided the Authority with such list, failure to give such notice shall not relieve the Redeveloper of its obligations under this lease.

Section 706: Right of Commissioner to cure breaches of covenant.

Notwithstanding anything to the contrary in this lease, so long as there is upon the leasehold interest of the Redeveloper in the Leased Property a mortgage insured or held by the Commissioner, or so long as such leasehold interest is in the Commissioner, the Authority shall not, without the written consent of the Commissioner, terminate this lease for any cause whatsoever within a period of ninety (90) days from the giving to the Commissioner of written notice of the existence of a breach of this lease and within said ninety (90) day period the Commissioner may maintain said leasehold interest by causing any and all such existing breaches to be cured.

Section 707: Mortgagee may cure breach of Redeveloper.

In the event that the Redeveloper receives notice from the Authority of a failure to commence or complete construction, pay rent or pay public charges, pursuant to Sections 702 and 704 of this lease and such breach is not cured by the Redeveloper at the expiration of the ninety (90) day period provided for in Sections 702 and 704, the holders of record of building loan agreements and/or first mortgages in replacement thereof may cure any such failure and complete the construction then in progress in accordance with the Land Assembly and Redevelopment Plan and this lease upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period. Upon so completing the construction, such holder of building loan agreements or first mortgages may, subject to the provisions of this lease, sell its interest in the Leased Property and improvements thereon or it may add all cost

and incidental expenses of the construction work done by it to its advances and the lien of its mortgage and continue to hold its mortgage lien on the property. Any such curing of such a failure by a mortgagee pursuant to this section shall not affect the Authority's rights pursuant to Sections 702 or 704 to retain the security deposit as liquidated damages.

Anything in this lease to the contrary notwithstanding, it is further expressly understood that should any building or buildings on the Leased Property be covered by a mortgage insured or held by the Commissioner, or his successors in office, or should such property and improvements be owned by the Commissioner, neither the Commissioner, nor the mortgagee under any mortgage insured by the Commissioner is in anywise obligated to complete the improvements contemplated in such mortgage transaction, nor does either guarantee the completion of improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of said improvements by the Redeveloper, the Commissioner and the mortgagee, or either of them, shall have the option of completing or not completing the improvements or causing the same to be completed, provided, however, that in such an event the provisions of Section 405 hereof shall apply.

Notwithstanding the foregoing provisions of this lease, it is hereby understood and agreed that if the mortgagee or the Commissioner shall become the owner of the Redeveloper's interest in the Leased Property and improvements thereon and shall determine to perform any construction or development operations on such property, or any part thereof, the mortgagee or Commissioner shall perform all such construction or development operations in accordance with the provisions of this lease. If such mortgagee or Commissioner shall assign or transfer such interest in property, except in case of an assignment, or transfer to the Commissioner the instrument by which the assignment or transfer is effected shall contain a covenant, which shall be a covenant running with the land, that the grantee or any successor in interest of such grantee, shall be obligated to perform and to complete the construction and development operations to be performed by the Redeveloper, or its successor in title and interest, as provided for by this lease, in accordance with the provisions of this lease and provided, further that the Commissioner shall have the right, power and authority to waive, modify or otherwise change as he, in his sole discretion, shall determine, any detailed plans and specifications prepared for the Leased Property so acquired and conveyed, it being understood, however, that the Commissioner will consult with the Authority, in respect to any such waiver, modification, or change in the detailed plans and specifications before proceeding with any waiver, modification or change in the detailed plans and specifications; and provided, further that if the Commissioner waives, modifies, or otherwise changes the detailed plans and specifications, no such waiver, modification or change shall be inconsistent with the provisions of the applicable laws of the City of Boston or Commonwealth of Massachusetts or the Land Assembly and Development Plan then in effect.

Section 703: Extensions on time of Redeveloper's performance.

Anything in this lease to the contrary notwithstanding, the time for performance by the Redeveloper with respect to the Leased Property shall be extended as provided in this section in the event of enforced delay in the performance of the Redeveloper's obligation under this lease by reason of:

(a) any acts, laws, proceedings or regulations of the Federal Government or any agency thereof or of the Commonwealth of Massachusetts, including but not limited to controls or restrictions upon or requisitioning of materials, equipment, tools or labor, due to war, national defense or emergency, or unusual conditions.

(b) Judicial or other legal restrictions affecting the time of commencement or completion or both;

(c) causes which are beyond the control or without the fault or negligence of the Redeveloper, including but not restricted to: acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

(d) any delay of any other contractor engaged by the Redeveloper occasioned by the foregoing; and

(e) acts or restrictions of Federal agencies affecting the time of commencement or completion or both. In the event application is made for FHA mortgage financing, delays in processing such application shall be considered as an act or restriction under this sub-section provided that such application is promptly made and such delay is occasioned solely by the FHA and is notwise due to the acts of the Redeveloper.

In the event of the occurrence of any of the matters contained in this section, the time for performance of the Redeveloper's obligation shall be extended for such period as the Authority shall find in writing to be the period of the enforced delay, provided the Redeveloper shall within sixty (60) days after the beginning of such delay, notify the Authority in writing of such delay and the causes thereof. In calculating the length of delay, the Authority shall consider not only the actual work stoppage but the consequential delays resulting from such stopping as well. If there should be any other enforced delays beyond the control of the Redeveloper arising from causes other than those listed in this paragraph, such delays shall be in like manner excused by the Authority.

Section 709: Extensions of time of Authority's performance.

The time for performance by the Authority of its obligations under this lease shall be extended in the event of enforced delay in the performance of the Authority's obligations by reason of the causes set forth in paragraphs (a) through (e) in the preceding section or other causes beyond the Authority's control.

Section 710: Redeveloper guarantees faithful performance.

The Redeveloper unconditionally guarantees the faithful performance of all covenants herein to be by it performed. It is hereby agreed that in the event any party hereto shall fail to comply with or violates any of the provisions of this lease, then, and in that event, the other party hereto may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and payment of all damages, expenses and costs.

Section 711: Reconveyance of Leased Property in case of breach under
Leasehold Agreement.

In the event that prior to commencement of construction on or the obtaining of a mortgage commitment with respect to the Leased Property, there is a breach by Charles River Park, Inc., its successors or assigns, under Sections 701, 702 or 704 of the Leasehold Agreement and such breach is not cured within the period of time specified therein, the Redeveloper shall forthwith surrender possession of the Leased Property to the Authority (or if title to the Property has vested in the Redeveloper, the Redeveloper shall forthwith reconvey the property to the Authority by quit-claim deed and without consideration. In such event, the provisions of the second and third paragraphs of Section 704 hereof shall apply.)

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801: Footpath easement.

Attention is called to the Public Footpath shown on the map entitled Land Disposition Plan contained in the Land Assembly and Redevelopment Plan. The Redeveloper agrees that it shall grant to the City of Boston or the Authority easements through the Leased Property for the building and maintenance of a public footpath as called for by the Land Assembly and Redevelopment Plan, such grant of easement to be made without cost to the City of Boston or the Authority, the consideration for such grant being the building and maintenance of said footpath by the City of Boston or the Authority.

Section 802: Eminent Domain.

(a) If during the term of this lease all of the Leased Property shall be taken by any exercise of the right of eminent domain by any public or other authority, or if part only of the Leased Property is so taken or is damaged by any such exercise of the right of eminent domain but the remaining portion thereof or the part thereof damaged cannot by reasonable expenditure be restored to economically operable multiple family housing accommodations and appurtenant commercial facilities of a comparable kind and quality but not necessarily the same size as immediately before the taking, then this lease and the terms hereof shall terminate as of the time possession is required by the taking authority, or the date that such damage occurs, whichever is earlier, and rent and other payments shall be apportioned as of the date of termination.

(b) If a part of the Leased Property shall be so taken or damaged and this lease is not terminated pursuant to the foregoing provisions, it shall continue in full force and effect and a just proportion of the payments referred to in Section 203 hereof shall be abated until the Leased Property, or what may remain thereof, shall have been put in proper condition by the Redeveloper for use and occupancy and thereafter a just proportion of said payments, according to the nature and extent of the permanent diminution of value of the Leased Property for use and occupancy shall be abated for the remainder of the period for which such payments are required to be made. The Redeveloper shall use due diligence in the event of such partial taking to put the remainder of the Leased Property in proper condition for use and occupancy, so far as it can do so by expenditures not exceeding the net amount of the award paid to and retained by the Redeveloper under the provisions of sub-paragraph (c) of this Section 802.

(c) The Redeveloper and the Authority shall join in a single action to recover the entire award payable with respect to any taking or damage referred to in this section and out of the net amount of such award after deducting the reasonable expenses of obtaining it, including, without limitation, fees for services of attorneys and appraisers, the Redeveloper shall be entitled to receive and retain such portion thereof as represents the value of the buildings and improvements taken or damaged and, if this lease remains in force, the consequential damages to the land, buildings, and improvements not taken or damaged, and the Authority shall be entitled to receive and retain the balance.

(d) In the event of a taking of all or any part of the Leased Property for a temporary use, or in event of any temporary interruption of the use and occupancy of the Leased Property or part thereof by reason of any taking, or in the event of any taking of a temporary interest in the leasehold estate, this lease shall continue in full force and effect and there shall be such abatement, if any, of payments under Section 203 hereof as may be equitable, and the Re-developer shall continue to be responsible for the performance of all the covenants, provisions and conditions hereof and shall be entitled to the entire amount of any award, to the extent that the award is made with respect to such period within the term hereby granted.

Section 803: Parties barred from interest.

No delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 804: Authority's members and officers barred from interest.

No member of the Authority shall participate in any decision relating to this lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested, nor shall any member, officer, agent or employee of the Authority have any interest, direct or indirect, in this lease or the proceeds thereof.

Section 805: Tax apportionment.

At the closing of any fee title of the Leased Property, all taxes upon the property so conveyed shall be adjusted, apportioned and allowed as of the date of delivery of the deed.

Section 806: Surrender of lease.

The Re-developer shall not offer a surrender of this lease nor shall the Authority accept any such surrender without the consent of any mortgagee of this lease, and if a mortgage of this lease is insured by the Commissioner, without his consent.

Section 807: Number of copies of lease.

This lease may be executed in any number of counterparts, each of which shall be an original and all collectively shall constitute but one agreement.

Section 808: Where notices sent.

Notices and communications to the parties and to mortgagees, insurers of mortgages, and holders of building loan agreements shall be sent postage prepaid to the last known address of the party concerned.

Section 809: Lease binding on successors and assigns.

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 810: Preference to old residents of West End.

The Redeveloper agrees that it shall give preference in the selection of tenants for dwelling units built on the Leased Property to families displaced from the project area because of clearance and redevelopment activity who desire to live in such dwelling units and who will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment. The Redeveloper further agrees to make the covenants expressed in the preceding sentence of this section a term of any conveyance by it of the Leased Property.

Section 811: Redeveloper to join Authority in petitions, etc.

The Redeveloper will, if necessary, subscribe to and join with the Authority in any petitions and proceedings required to vacate the present streets, alleys and/or plats and to replat the property in accordance with the Land Assembly and Redevelopment Plan and this lease. The Authority shall bear the full cost of such petitions and proceedings.

Section 812: Compliance with Chapter 121.

It is understood by the parties that in the performance of this lease they shall at all times comply with the provisions of Section 26I through 26MM of Chapter 121 of the General Laws of Massachusetts.

Section 813: Authority members and staff not to be personally liable.

No official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this lease.

Section 814: No changes without mutual consent.

This lease cannot be changed or amended without the written consent of the parties to this lease and the holder of any mortgage, if any, upon the Leased Property or any portion thereof affected thereby, and the insurer of the indebtedness secured by any such mortgage. This lease shall not be assigned by the Redeveloper without the prior written consent of the Authority.

Section 815: Effect of national emergency.

Anything in this lease to the contrary notwithstanding, it is expressly understood and agreed that in the event a state of war or national emergency is declared by the President, this lease may, at the option of the Redeveloper, be terminated without any further obligation on either party to the other.

Section 816: Matters to be disregarded.

The titles of the several articles and sections of this lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this lease.

IN WITNESS WHEREOF, on the seventh day of March, 1960, at Boston, Massachusetts, the parties have caused this instrument and four additional counterparts to be signed, sealed and delivered, the Boston Redevelopment Authority acting by its Chairman hereunto duly authorized and Charles River Park 'A' Inc., acting by its Vice President hereunto duly authorized.

BOSTON REDEVELOPMENT AUTHORITY

WITNESSES:

Eliz. Anna T. Hanmer
Annie F. Carroll
(LS)

By: Joseph W. Lund
Joseph W. Lund, Chairman

CHARLES RIVER PARK 'A' INC.

Eliz. Anna T. Hanmer
Annie F. Carroll

By: Theodore J. Dresdner
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss March 7, 1960.

Then personally appeared the above named Joseph W. Lund, and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority, before me.

John C. Conley
Notary Public
My commission expires: 12/23/60

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss March 7, 1960.

Then personally appeared the above named Theodore J. Dresdner and acknowledged the foregoing instrument to be the free act and deed of Charles River Park 'A' Inc., before me

John C. Conley
Notary Public
My commission expires: 12/23/60

CERTIFICATE OF VOTE

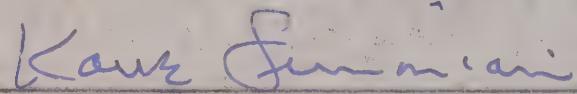
The undersigned hereby certifies as follows:

- (1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority and the keeper of the records, including the journal of proceedings of the Authority.
- (2) That the following vote is a true and correct copy of a vote as finally adopted at an adjourned special meeting of the Authority on the seventh day of March, 1960, and duly recorded in this office.

VOTED: to approve the aforesaid lease with Charles River Park A Inc. and further that the Chairman be authorized to execute said lease.

- (3) That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.
- (4) That the form of lease presented to the said meeting was in substantially the same form as the lease to which the within certificate is attached.
- (5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.
- (6) That Joseph W. Lund is the Chairman of said Authority.
- (7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this ninth day of March, 1960.



Kane Simonian, Secretary

(LS)

CERTIFICATE OF THE SECRETARY

I, Kane Simonian, Executive Director and Secretary of the Boston Redevelopment Authority, certify that the attached Lease between the Boston Redevelopment Authority and Charles River Park 'A' Inc., is a true and correct copy of a Lease entered into on the seventh day of March, 1960 from the Boston Redevelopment Authority to Charles River Park 'A' Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Boston Redevelopment Authority, this ninth day of March, 1960.

BOSTON REDEVELOPMENT AUTHORITY

Kane Simonian
Kane Simonian, Secretary

WITNESS:

J. Anna T. Maranis
(LS)

CERTIFICATE AND OPINION OF COUNSEL

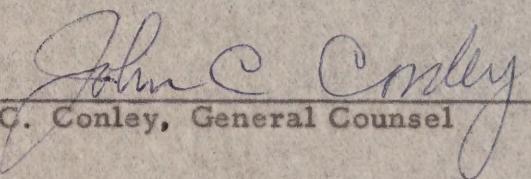
I, John C. Conley, General Counsel for the Boston Redevelopment Authority, certify that I have examined the original of a Lease between the Boston Redevelopment Authority and Charles River Park A" Inc., dated March 7, 1960:

It is my opinion that said Lease:

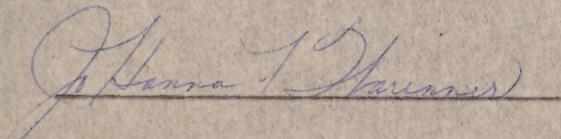
- 1) has been duly executed by the parties thereto and duly delivered;
- 2) is valid and binding in all respects in accordance with its terms;
- 3) is legally enforceable.

IN WITNESS WHEREOF, I have hereunto set my hand this ninth day of March, 1960.

BOSTON REDEVELOPMENT AUTHORITY


John C. Conley
John C. Conley, General Counsel

WITNESS:


Hanna T. Warner

CHARLES RIVER PARK "A" INC.

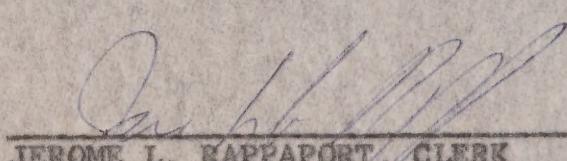
CERTIFICATE OF CORPORATE VOTE

I, Jerome L. Rappaport, certify that I am the duly elected Clerk of Charles River Park "A" Inc. and that at a meeting of the Board of Directors of Charles River Park "A" Inc., duly called and held, at which a sufficient number of directors to effect action were present and voting, the following resolution was adopted by the unanimous vote of those present:

VOTED: That the president or a vice president be, and hereby is, authorized to sign and seal on behalf of this corporation a lease for a term of fifty-one (51) years with two (2) twenty (20) year renewal options for that land contained in the area described as Delivery Parcel 1A in the Land Assembly and Redevelopment Plan prepared by the Boston Redevelopment Authority for the West End Project Area, said Boston Redevelopment Authority to be the lessor in such lease, and the annual rental for said land to be Eighteen Thousand Seven Hundred Eighty-One Dollars and 39/100 (\$18,781.39) for Two Hundred Thirty-One Thousand Eight Hundred Sixty-Nine square feet (231,869).

I further certify that Theodore J. Shaolwa is a duly elected vice president of Charles River Park "A" Inc. and that the foregoing resolution is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have signed this certificate this 7th day of March, 1960.



JEROME L. RAPPAPORT, CLERK

